

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

CURTISS N. AYERS

NO. 20-12122 AMC
CHAPTER 13

*STIPULATION IN RESOLUTION OF MOTION OF CAB EAST, LLC/FORD
MOTOR CREDIT COMPANY, LLC FOR RELIEF FROM STAY RE: A LEASED 2018
FORD F-150 VEHICLE [DOC. 27]*

The parties, by counsel, agree as follows and request the same be made an Order of Court:

1. CAB East, LLC by Ford Motor Credit Company, LLC ("Ford Credit") is the owner and lessor to Debtor, Curtiss N. Ayers, of a 2018 Ford F-150 [VIN...63037], motor vehicle ("Vehicle"), pursuant to the terms of a motor vehicle lease agreement dated September 10, 2018, ("Lease"). A copy of the Lease is attached to the Motion for Relief and incorporated by reference. By its terms, the Lease terminates January 10, 2022, at which time the automatic stay of the Bankruptcy Code will terminate and the vehicle will no longer be property of the Estate.

2. The Lease was assumed in Debtor's confirmed Chapter 13 Plan.

3. Debtor shall continue to maintain casualty, liability and comprehensive insurance on the Vehicle, with Ford Credit named as loss payee and additional insured as required by the Lease and provide proof thereof.

4. As of November 23, 2020, the account is past due \$1,650.83 plus \$1818 for reimbursement of the Motion for Relief filing fee; a total of \$1831.83 ("Arrearage").

5. Regular monthly payments on the Vehicle are \$635.83 each.

6. Debtor shall make the regular monthly Lease payment due December 10, 2020. Commencing with the payments due January 10, 2021, Debtor shall pay, in addition to the regular monthly installment of \$635.83, the sum of \$457.96 for four (4) consecutive months in order to bring the account current. Thus, for the months of January, February, March and April 2021, Debtor shall pay to Ford Credit, the sum of \$1,093.79 per month. Thereafter, regular monthly payments shall be made to Ford Credit in accordance with contract terms.

7. All payments shall be sent to Ford Credit with the account number **xxx-0016** noted thereon and shall be mailed to Ford Credit, in the absence of other directions to:

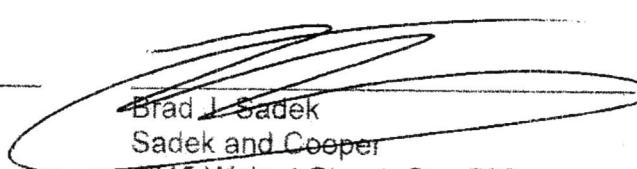
Ford Motor Credit Company
PO Box 55000
Drawer 55953
Detroit, MI 48255-0953

8. In the event Debtor fails to make any payment when due or fails to provide proof of appropriate insurance, then Ford Credit shall send written notice of the default by first class mail to Debtor's counsel as well as to Debtor addressed to 419 Edmonds Avenue, Drexel Hill, PA 19026. If the default relates to the failure to have insurance or to make any payment when due and the same is not cured within ten (10) days from the date of the notice, then Ford Credit may certify the default to the Court to obtain an immediately effective [with waiver of F.R.B.P. 4001(a)(3)] relief from stay order to enforce its *in rem* rights as to the Vehicle, without need of further Court hearing.

This may be signed in counterparts, electronically and/or by facsimile.



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NO OBJECTION/NO POSITION:

W.C. Miller, Esq. per Email
William C. Miller, Trustee Nov. 23, 2020